

EXHIBIT F

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANNA K. NUPSON,)
Plaintiff,)
)
v.) Case No. 2:18-cv-02505-NIQA
)
SCHNADER HARRISON SEGAL & LEWIS)
LLP, and BRUCE A. ROSENFIELD, ESQ.,)
Defendants.)

STIPULATION

Plaintiff Anna K. Nupson and Defendants Schnader Harrison Segal & Lewis LLP and Bruce A. Rosenfield, Esq. (altogether, the “Parties”) hereby stipulate and agree as follows:

WHEREAS, on September 1, 2021, Plaintiff sent counsel for Defendants a Notice to Take Videotaped Deposition of Defendant Pursuant to Rule 30(b)(6);

WHEREAS, the Notice designated as topic 1, “Schnader’s financial condition including, any and all profits and assets held nationally, balance statements, and all details with regards to Schnader’s Profit or Loss Statements for the past five years”;

WHEREAS, on September 3, 2021, Defendants sent Plaintiff’s counsel a letter identifying objections to topic 1;

WHEREAS, on September 8, 2021, Plaintiff sent Defendants’ counsel an email stating that Plaintiff “will not withdraw this topic and agree that the parties reserve their rights to pursue motion practice following the deposition”;

NOW, THEREFORE, the Parties stipulate and agree:

1. Plaintiff agrees to reserve her questions on topic 1 during the September 14, 2021 deposition until the objections to the topic can be resolved;

2. The Parties agree that Plaintiff reserves her right to compel Defendants to produce a witness prepared to testify to topic 1 following the deposition pursuant to Rule 30(b)(6) on September 14, 2021; and

3. Defendants agree not to oppose Plaintiff's efforts to compel a witness to testify to topic 1 on procedural grounds such as, for example, the 30(b)(6) deposition having already taken place or Plaintiff having taken the number of depositions to which she is entitled under the Federal Rules of Civil Procedure.

For Plaintiff Anna K. Nupson

Dated: _____

George Benjamin Davis, Esq.
The Davis Kelin Law Firm, LLC

For Defendants Schnader Harrison Segal
& Lewis LLP and Bruce A. Rosenfield, Esq.

Dated: _____

Lawrence G. McMichael, Esq.
DILWORTH PAXSON LLP